

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 07/31/2006
Department Name: Alcohol, Drug & Mental Health
Department No.: 043
Agenda Date: 08/15/2006
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: James L. Broderick, Ph.D., Director
Alcohol, Drug & Mental Health Services

STAFF CONTACT: Marianne Garrity, ADMHS Assistant Director, Administration
805-681-4092

SUBJECT: Stacy McCrory, MFT, and John Scott, OTR/L Professional Services Contracts,
(Contractor on Payroll).

Recommendations:

That the Board of Supervisors:

1. Approve and execute a professional services contract in the amount of \$56,858, with Stacy McCrory, MFT, a Contractor on Payroll, to provide mental health services at the County of Santa Barbara Psychiatric Health Facility to clients adjudicated as Incompetent to Stand Trial. The contract is effective July 1, 2006 through June 30, 2007.
2. Approve and execute a professional services contract in the amount of \$41,700, with John Scott, a Contractor on Payroll, to provide rehabilitation services to seriously mentally ill adults in the Santa Barbara County Psychiatric Health Facility (PHF). The contract term is from July 1, 2006 through June 30, 2007.
3. Authorize the Director of ADMHS to approve amendments to the proposed contract, provided that any such amendments do not exceed ten percent (10%) of the contract's dollar amount.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work and Visit.

Executive Summary and Discussion:

Serving as an MFT for the County Psychiatric Health Facility (PHF), **Ms. McCrory** will act as a court liaison for misdemeanor Incompetent to Stand Trial (IST) cases, including assisting with initial casework, formulating reports, and interfacing with court representatives including Public Defenders, Judges, District Attorneys, and County Counsel as well as private counsel. In this capacity, Ms. McCrory will: appear and testify in court throughout misdemeanor IST cases; prepare court reports with the attending psychiatrist; assist with initial casework and ensure transition to outpatient care; and create and maintain filing and tracking systems. Ms. McCrory will also develop a tracking system for State Hospital-placed felons held in IST status. In performing this duty, Ms. McCrory will identify felony IST cases that are returning to the Santa Barbara County jail, and ensure the coordinated provision of treatment services. Also, her efforts have decreased administration day staff needs by increasing acute care revenue.

John Scott, OTR/L is a rehabilitation specialist working in the Santa Barbara Psychiatric Health Facility (PHF). Mr. Scott provides rehabilitation services to seriously mentally ill adults in an effort to assist their re-entry into the community. Mr. Scott's duties as an Occupational Therapist for the Psychiatric Health Facility (PHF) include, but are not limited to: Develop a rehabilitation plan for patients at PHF, assessment and evaluation of progress; assist patients with learning daily living skills to better adjust to independent living; and develop an intervention plan for patients, based on occupational therapy evaluations. Mr. Scott's position also meets Federal requirements for psychiatric hospitals and helps ADMHS qualify for Federal funding of over two million dollars.

The FY 06/07 contracts for **Stacy McCrory** and **John Scott** were not finalized in time to appear on the Board of Supervisor's approved ongoing contracts list. However based on negotiations with both contractors it was agreed to maintain their contracts within the 10% variance allowed to their previous FY05/06 contracts. Therefore ADMHS requests the Board approves and executes the Stacy McCrory and John Scott FY 06/07 contract renewals with variance within 10% of the FY 05/06 approved amount.

Stacy McCrory's and John Scott's positions are mandated by the Welfare and Institutions Code, Section 5600. Further, their service demand is indicative of the difficulty of recruiting quality staff to the Santa Barbara area. In previous years utilizing the "Contractor on Payroll" strategy has successfully helped ADMHS meet the needs of the Psychiatric Health Facility which operates at near capacity on a regular basis. Extending the contracts of Stacy McCrory and John Scott is critical to meeting our Performance Measures and to meeting the needs of mentally ill residents in our County.

Outcomes:

The proposed contracts with Ms. McCrory and Mr. Scott will help ADMHS meet **Recurring Performance Measure 0215**, to provide effective mental health services to 4,200 seriously mentally ill people.

Mandates and Service Levels:

Mental Health Services are mandated by the Welfare and Institutions Code, Section 5600.

Fiscal and Facilities Impacts:

The **Stacy McCrory** contract is funded by Medi-Cal, Realignment and Other Charges for Services. These funding sources are identified in the Adopted FY 2006-07 Budget, Federal and State Funding, Medi-Cal LIA 5404; Realignment LIA 4102 and Other Services LIA 5739, in the County Budget Book, Hospital and Jail Services Division, page D-144.

The **John Scott** contract is funded by Medi-Cal and realignment. These funding sources are identified in the Adopted FY 2006-07 Budget, Federal and State Funding, Medi-Cal line item 5405; and, Realignment funds line item 4102, in the County Budget Book, Adult Services Division page D-150.

These actions will not result in a need for any additional facilities.

Special Instructions:

Please send one (1) fully executed copy of the contract and endorsed minute order to:

Alcohol, Drug & Mental Health Services
ATTN: Jack Juntunen, Contracts Analyst
300 N. San Antonio Road
Santa Barbara, CA 93110

Concurrence:

County Counsel
Auditor-Controller
Risk Management

AMENDMENT 2006-2007

TO AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

This is an amendment (hereafter referred to as the "Amended Contract") to the Agreement for Services of a **CONTRACTOR ON PAYROLL**, number **BC06-085**, by and between the **COUNTY of Santa Barbara (COUNTY)** and **Stacy McCrory, MFT (CONTRACTOR)**, for the continued provision of Mental Health Services.

Whereas, **COUNTY** intends to extend the term of the existing contract through Fiscal Year 06-07 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the **COUNTY** Board of Supervisors on **January 10, 2006**, except as modified by this Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COUNTY** and **CONTRACTOR** agree as follows:

I. Delete Item 1, TERM, of the Agreement and replace with the following:

- 1. TERM. CONTRACTOR** shall commence performance on **July 1, 2006**, and end performance upon completion, but no later than **June 30, 2007**, unless otherwise directed by **COUNTY** or unless earlier terminated.

II. Delete Item 4A. and B., COMPENSATION, of the Agreement and replace with the following:

AMENDMENT 2006-2007

4. COMPENSATION

- A. **COUNTY** shall pay **CONTRACTOR** for professional services performed pursuant to this Agreement, payable biweekly upon submission of a signed time card. Payments shall be subject to deductions, including withholding of State and Federal taxes, as required by law. In no event shall the total compensation package exceed the sum of **\$56,858** for salaries and allowances, except as provided in Clause 16, **AMENDMENTS**. The chart in Clause 4.C. indicates the maximum Contract-Subject-to-Retirement hours (hereafter called CSR) and Contract-Paid-Leave hours (hereafter called CPL) and the total compensation. Approximately **1,576 hours** of contracted services are to be provided by **CONTRACTOR**. Changes to clause 4.C. may only be made as indicated in Paragraph 16, **AMENDMENTS**. For the purposes of computing benefits, **CONTRACTOR** shall be considered a **.75 FTE CONTRACTOR** and eligible for the benefits allowed a Contractor-on-Payroll: paid leave, enrollment in County Retirement Plan 5B, and medical insurance premium reimbursement.
- B. **COUNTY** shall pay **CONTRACTOR** for approximately **60 hours** of services per **biweekly** pay period at a rate of **\$34.65** per hour.

| FISCAL YEAR PERIOD | HOURLY RATE OF PAY | CSR HOURS (Contract-Subject to Retirement) | CPL HOURS (Contract-Paid-Leave) | TOTAL CSR & CPL COMPENSATION Paid via payroll | MEDICAL HEALTH INSURANCE PREMIUM REIMBURSEMENT Paid via accounts payable | Fiscal Year Total |
|---|--------------------|---|------------------------------------|---|--|-------------------|
| 7/1/06 – 6/30/07 | \$34.65 | 1402 | 174 | \$54,608 | \$2,250 (not a cash benefit) | \$56,858 |
| TOTAL CONTRACT SALARY & COMPENSATION PAID TO CONTRACTOR | | | | | | \$56,858 |

AMENDMENT 2006-2007
SIGNATURE PAGE

Amended Contract for Services of Independent Contractor between the County of Santa Barbara and **Stacy McCrory** for FY 2006-2007.

IN WITNESS WHEREOF, the parties have executed this Amended Contract to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

CONTRACTOR:

By: _____

Tax ID No.

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____

Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____

Deputy COUNTY Counsel

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

Deputy

APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

By: _____

Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

Risk Program Administrator

AMENDMENT 2006-2007

CONTRACT SUMMARY PAGE

EID 8543

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year..... 06-07
 D2. Budget Unit Number 043
 D3. Requisition Number
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person Jack Juntunen
 D6. Telephone..... (805) 681-4090

K1. Contract Type (check one): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose MFT in PHF
 K3. Contract Amount..... 56,858
 K4. Contract Begin Date 7/01/06
 K5. Original Contract End Date 6/30/06
 K6. Amendment History

| Seq# | Effective Date | ThisAmndtAmt | CumAmndtToDate | NewTotalAmt | NewEndDate | Purpose |
|------|----------------|--------------|----------------|-------------|------------|---------------|
| 1 | 7/1/06 | 56,858 | 56,858 | 56,858 | 6/30/07 | 06-07 funding |

B1. Is this a Board Contract? (Yes/No)..... Yes
 B2. Number of Workers Displaced (if any)..... N/A
 B3. Number of Competitive Bids (if any)..... N/A
 B4. Lowest Bid Amount (if bid)..... N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number.....
 B6. Boilerplate Contract Text Unaffected? (Yes / or cite

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount..... 56,858
 F3. Fund Number..... 0044
 F4. Department Number 043
 F5. Division Number (if applicable).....
 F6. Account Number 6177
 F7. Cost Center number (if applicable)..... 3500
 F8. Payment Terms

V1. Vendor Numbers (A=Auditor; P=Purchasing).....
 V2. Payee/Contractor Name Stacy McCrory
 V3. Mailing Address 275 Oak Rd.
 V4. City, State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93108
 V5. Telephone Number 805-969-7042
 V6. Contractor's Federal Tax ID Number (EIN or SSN).....
 V7. Contact Person Stacy McCrory
 V8. Workers Comp Insurance Expiration Date..... N/A
 V9. Liability Insurance Expiration Date[s] (G=Genl; N/A
 V10. Professional License Number.....
 V11. Verified by (name of county staff) Jack Juntunen
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____

AMENDMENT 2006-2007

TO AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

This is an amendment (hereafter referred to as the "Amended Contract") to the Agreement for Services of a **CONTRACTOR ON PAYROLL**, number **BC07-032**, by and between the **COUNTY of Santa Barbara (COUNTY)** and **John Scott, OTR/L (CONTRACTOR)**, for the continued provision of Mental Health Services.

Whereas, **COUNTY** intends to extend the term of the existing contract through Fiscal Year 06-07 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the **COUNTY** Board of Supervisors on **July 19, 2005**, except as modified by this Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COUNTY** and **CONTRACTOR** agree as follows:

I. Delete Item 1, TERM, of the Agreement and replace with the following:

1. **TERM. CONTRACTOR** shall commence performance on **July 1, 2006**, and end performance upon completion, but no later than **June 30, 2007**, unless otherwise directed by **COUNTY** or unless earlier terminated.

II. Delete Item 4A., B. and C. of the Agreement and replace with the following:

4. COMPENSATION

- A. **COUNTY** shall pay **CONTRACTOR** for professional services performed pursuant to this Agreement, payable biweekly upon submission of a signed time card. Payments shall be subject to deductions, including withholding of State and Federal taxes, as required by law. In no event shall the total compensation package exceed the sum of **\$41,700** for salaries and allowances, except as provided in Clause 16, **AMENDMENTS**. The chart in Clause 4.C. indicates the maximum Contract-Subject-to-Retirement hours (hereafter called CSR) and Contract-Paid-Leave hours (hereafter called CPL) and the total compensation. Approximately **1,300 hours** of contracted services are to be provided by **CONTRACTOR**. Changes to clause 4.C. may only be made as indicated in Paragraph 16, **AMENDMENTS**. For the purposes of computing benefits, **CONTRACTOR** shall be considered a **.63 FTE CONTRACTOR** and eligible for the benefits allowed a Contractor-on-Payroll: paid leave, enrollment in County Retirement Plan 5B, and medical insurance premium reimbursement.
- B. **COUNTY** shall pay **CONTRACTOR** for approximately **50 hours** of services per **biweekly** pay period at a rate of **\$30.55** per hour.

AMENDMENT 2006-2007

TABLE 4.C. FISCAL YEAR VALUES

| FISCAL YEAR PERIOD | HOURLY RATE OF PAY | CSR HOURS (Contract-Subject to Retirement) | CPL HOURS (Contract-Paid-Leave) | TOTAL CSR & CPL COMPENSATION Paid via payroll | MEDICAL HEALTH INSURANCE PREMIUM REIMBURSEMENT Paid via accounts payable | Fiscal Year Total |
|---|--------------------|---|------------------------------------|---|--|-------------------|
| 7/1/05 – 6/30/06 | \$30.55 | 1154 | 146 | \$39,800 | \$1,890 (not a cash benefit) | \$41,700 |
| TOTAL CONTRACT SALARY & COMPENSATION PAID TO CONTRACTOR | | | | | | \$41,700 |

AMENDMENT 2006-2007
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Amended Contract to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

CONTRACTOR:

By: _____

Tax ID No

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____

Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____

Deputy COUNTY Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

Deputy

APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

By: _____

Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

Risk Program Administrator

AMENDMENT 2006-2007

CONTRACT SUMMARY PAGE

BC 07-032

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year..... 06-07
 D2. Budget Unit Number 043
 D3. Requisition Number
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person Jack Juntunen
 D6. Telephone..... (805) 681-4090

K1. Contract Type (check one): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose Occupational Therapist
 K3. Contract Amount..... 41,700
 K4. Contract Begin Date 7/01/06
 K5. Original Contract End Date 6/30/06
 K6. Amendment History

| Seq# | Effective Date | ThisAmndtAmt | CumAmndtToDate | NewTotalAmt | NewEndDate | Purpose |
|------|----------------|--------------|----------------|-------------|------------|---------------|
| 1 | 7/01/06 | 41,700 | 41,700 | 41,700 | 6/30/07 | 06-07 funding |

B1. Is this a Board Contract? (Yes/No)..... Yes
 B2. Number of Workers Displaced (if any)..... N/A
 B3. Number of Competitive Bids (if any)..... N/A
 B4. Lowest Bid Amount (if bid)..... N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number.....
 B6. Boilerplate Contract Text Unaffected? (Yes / or cite

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount..... 41,700
 F3. Fund Number..... 0044
 F4. Department Number 043
 F5. Division Number (if applicable).....
 F6. Account Number 6177
 F7. Cost Center number (if applicable) 3500
 F8. Payment Terms

V1. Vendor Numbers (A=Auditor; P=Purchasing).....
 V2. Payee/Contractor Name John Scott, OTR/L
 V3. Mailing Address 2121 Mission Ridge Road
 V4. City, State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93103
 V5. Telephone Number 805-682-9090
 V6. Contractor's Federal Tax ID Number (EIN or SSN).....
 V7. Contact Person John Scott
 V8. Workers Comp Insurance Expiration Date..... N/A
 V9. Liability Insurance Expiration Date[s] (G=Genl; N/A
 V10. Professional License Number.....
 V11. Verified by (name of county staff) Jack Juntunen
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____